

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

BEFORE THE

ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:)
)
DARRYL THOMAS)
)
-VS-) No. 14-0405
)
COMMONWEALTH EDISON COMPANY)
)
Complaint as to billing/charges)
in Chicago, Illinois)

Chicago, Illinois

July 16, 2014

Met, pursuant to notice, at

11:30 a.m.

BEFORE:

MS. LATRICE KIRKLAND-MONTAGUE,
Administrative Law Judge

APPEARANCES:

MR. DARRYL THOMAS
7240 South Carpenter
Chicago, Illinois
appearing pro se;

MR. MARK L. GOLDSTEIN
3019 Province Circle
Mundelein, Illinois
appearing for defendant,
Commonwealth Edison Company

1 APPEARANCES (continued):

2 MS. REBECCA GRAHAM and
3 MS. ERIN BUECHLER
4 115 South La Salle Street
5 Chicago, Illinois
6 appearing for Commonwealth
7 Edison Company

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

SULLIVAN REPORTING COMPANY, by
PATRICIA WESLEY
LICENSE NO. 084-002170

23

24

1 JUDGE RILEY: Pursuant to the direction of the
2 Illinois Commerce Commission, I call Docket No.
3 14-0405. This is a complaint by Darryl Thomas
4 versus Commonwealth Edison Company as to billing
5 charges in Chicago, Illinois.

6 Mr. Thomas, are you the name on the
7 account?

8 MR. THOMAS: Yes.

9 JUDGE RILEY: And what is the address you are
10 talking about? 7240 South Carpenter --

11 MR. THOMAS: Yes.

12 JUDGE RILEY: -- in Chicago?

13 And you are appearing without an
14 attorney at this time; is that correct?

15 MR. THOMAS: Yes.

16 JUDGE RILEY: And just to let you know, you can
17 have an attorney appear for you any time that you so
18 desire, but they would have to take the record as
19 they found it. We couldn't go back and start over.

20 MR. THOMAS: Okay.

21 JUDGE RILEY: Mr. Goldstein.

22 MR. GOLDSTEIN: For Commonwealth Edison Company,

1 Mark L. Goldstein, 3019 Province Circle, Mundelein,
2 Illinois, 60060. My telephone number is
3 847-949-3140.

4 MS. GRAHAM: Rebecca Graham, 115 South La Salle
5 Street, Suite 2600, Chicago, Illinois, 60603. My
6 phone number is 312-505-8154. And with us today is
7 Erin Buechler from ComEd.

8 JUDGE RILEY: Thank you.

9 And, Mr. Thomas, what kind of a
10 building are we talking about? Is it a two-flat?

11 MR. THOMAS: Right, with a two-flat family --
12 single-family home.

13 JUDGE RILEY: A single-family home?

14 MR. THOMAS: Yes.

15 JUDGE RILEY: And were there separate meters on
16 the first and second floor?

17 MR. THOMAS: Yes, there was.

18 JUDGE RILEY: And what we are talking about then
19 is that both meters were in your name?

20 MR. THOMAS: Both meters were in my name. When I
21 moved out there in 2010, I told Commonwealth Edison
22 to cut the service off on the first floor. Because

1 both were in my name, I thought it would have been
2 common sense they would cut off the second floor,
3 too. But besides that point, they stole the circuit
4 breaker out of the house so it couldn't have been no
5 heat or any kind of use coming in there. When they
6 came in, they stripped the house bare. They
7 stole --

8 JUDGE RILEY: Who was that?

9 MR. THOMAS: When they --

10 JUDGE RILEY: In other words, the units were
11 vandalized?

12 MR. THOMAS: The units were vandalized. They
13 came in and stole -- they stole carpet out of there
14 and it had brand new copper pipes to run water.

15 JUDGE RILEY: Do you remember when that happened?

16 MR. THOMAS: That happened about shortly after we
17 moved out of there, and we moved out of there
18 between August or September of 2010.

19 JUDGE RILEY: Okay. And without the circuit
20 breaker, you are saying that there couldn't have
21 been any electric at all?

22 MR. THOMAS: There couldn't have been any.

1 JUDGE RILEY: When did you move out?

2 MR. THOMAS: Around August of 2010.

3 JUDGE RILEY: Okay. And it was already shortly
4 after that the place was vandalized?

5 MR. THOMAS: Right.

6 JUDGE RILEY: And, yet, you weren't getting
7 billed for the first floor, but you were still
8 getting billed for the second floor?

9 MR. THOMAS: I wasn't getting any bills, because
10 when we left -- when I cut the service off -- they
11 cut the service off, because both were in my name.
12 I didn't think I would have to call them back and
13 tell them to cut the second floor service off, but
14 that's besides the point. There was no one in
15 there. My son had left about four months before we
16 did.

17 JUDGE RILEY: What then -- so when you requested
18 service at your new address --

19 MR. THOMAS: When they finally cut the service
20 off -- when I requested at the new address, when I
21 put in for service at 11612 South Morgan, that's
22 when they finally cut off the service over there at

1 72nd.

2 JUDGE RILEY: And you got a bill for --

3 MR. THOMAS: They're saying that I had an
4 outstanding bill of \$2000 for that. That's what I'm
5 disputing. There's no way in the world that I would
6 have ever had a \$2,000 bill, and even if I had a
7 \$2,000 bill, if somebody hadn't paid in over two
8 years and you still keep the service on, then you
9 must want to keep -- eat (sic) that money.

10 JUDGE RILEY: Mr. Goldstein.

11 MR. GOLDSTEIN: I have a couple of questions for
12 Mr. Thomas. Do you still own the building at
13 11612 South Morgan?

14 MR. THOMAS: I don't own it.

15 MR. GOLDSTEIN: Pardon me?

16 MR. THOMAS: I don't own it. I'm renting.

17 MR. GOLDSTEIN: I'm sorry. At 7240 South --

18 MR. THOMAS: No, I don't own it.

19 MR. GOLDSTEIN: Can you give us any proof that
20 you sold it or --

21 MR. THOMAS: I didn't sold it. I turned it back
22 to the people I was buying it from.

1 MR. GOLDSTEIN: You were buying on a contract?

2 MR. THOMAS: Yes.

3 MR. GOLDSTEIN: Can you prove that?

4 MR. THOMAS: I think I still got the contract. I

5 assume it's at home.

6 MR. GOLDSTEIN: That would be helpful, maybe it

7 could help you a little bit.

8 MR. THOMAS: Is what -- I'm sorry. Go ahead.

9 MR. GOLDSTEIN: And you have a lease for

10 11612 South Morgan?

11 MR. THOMAS: Yes, I do.

12 MR. GOLDSTEIN: Could you provide a copy of that

13 for us, too?

14 MR. THOMAS: Yes.

15 MR. GOLDSTEIN: Now when the building was

16 vandalized at 73rd and Carpenter, did you file a

17 police report?

18 MR. THOMAS: No, because I'm no longer in the

19 building, so I didn't file a police report.

20 MR. GOLDSTEIN: Was there a police report filed

21 for the vandalism, do you know?

22 MR. THOMAS: No.

1 JUDGE RILEY: When the vandalism occurred, was
2 the building vacant?

3 MR. THOMAS: Yes.

4 JUDGE RILEY: No furniture?

5 MR. THOMAS: Nothing in it that I wanted.

6 JUDGE RILEY: Okay. So they just took whatever
7 was left?

8 MR. THOMAS: They took whatever was left. They
9 took everything. They not only took the circuit
10 breaker out of there, they took the water meter out
11 of there. They took the door frame out of there.
12 They took anything that they could sell out of the
13 building.

14 JUDGE RILEY: Mr. Goldstein, is it ComEd's
15 position that electricity was still running in the
16 unit or in the building?

17 MR. GOLDSTEIN: I think all that was transferred
18 was the balance on the account.

19 JUDGE RILEY: There was a balance on the account
20 after the complainant moved and that was transferred
21 to his new address?

22 MR. THOMAS: There could have never been a

1 balance of \$2,000 anywhere near that. That's what
2 I'm talking about. You all sitting up there telling
3 me that the building was still in use, that they
4 still were getting use out of it. It was still
5 getting readings.

6 JUDGE RILEY: You are saying that there was
7 nothing?

8 MR. THOMAS: There was nothing there.

9 JUDGE RILEY: There was no electricity being
10 used?

11 MR. THOMAS: There was no one in the building to
12 use for over two years.

13 JUDGE RILEY: There were no lights? No
14 television? No nothing?

15 MR. THOMAS: No lights. No nothing.

16 MR. GOLDSTEIN: Also, you filed bankruptcy,
17 didn't you?

18 MR. THOMAS: Yes, I filed bankruptcy. It was
19 dismissed, but with me Commonwealth Edison had never
20 let me get a high bill without disconnecting my
21 service. I had at least paid what I owed them until
22 they restored service, so there's nowhere in the

1 world they ever got up to that bill to a thousand or
2 more.

3 MR. GOLDSTEIN: Judge, I made a request of
4 Mr. Thomas for certain information that you
5 obviously heard. If Mr. Thomas provides that
6 information, we'll review it and see if we can
7 adjust the bill.

8 JUDGE RILEY: All right.

9 MR. GOLDSTEIN: So if you could provide that to
10 us, that would be most helpful.

11 JUDGE RILEY: The contract --

12 MR. GOLDSTEIN: The contract for 73rd and
13 Carpenter and his lease at 11612 South Morgan, if he
14 provides those documents, we'll review it. Perhaps
15 what we ought to do is --

16 MR. THOMAS: The house on 118 Indiana where we
17 moved to, I got the purchase contract for that.

18 JUDGE RILEY: Now I'm confused. What address is
19 that?

20 MR. THOMAS: 118. This is the address we were
21 living at for over two years.

22 JUDGE RILEY: So are you saying that you moved

1 from the Carpenter street address to --

2 MR. THOMAS: To 118 Indiana.

3 JUDGE RILEY: And then you moved from the Indiana

4 address to the Morgan?

5 MR. THOMAS: To Morgan.

6 JUDGE RILEY: And did you rent Indiana?

7 MR. THOMAS: No, I was purchasing. That was a

8 line contract. I was purchasing that property.

9 MR. GOLDSTEIN: You are Ms. Fleming?

10 MS. FLEMING: Yes.

11 MR. THOMAS: Did you bring a copy of that final

12 bill?

13 MS. FLEMING: No.

14 MR. THOMAS: That \$80 how they get a thousand?

15 MS. FLEMING: Because they had called me saying I

16 owed 1,900-something dollars off of the Indiana bill

17 and I told them to give the final bill and

18 everything.

19 MR. THOMAS: And she got a final bill of \$80

20 jumped to a thousand.

21 JUDGE RILEY: And your name again?

22 MS. FLEMING: Evelyn Fleming.

1 JUDGE RILEY: It's for the court reporter's
2 identification.

3 So you didn't get a bill for the
4 Carpenter Street address when you lived on Indiana
5 Avenue. It was only when you signed the lease for
6 the Morgan Street property?

7 MS. FLEMING: That's right. Correct.

8 MR. GOLDSTEIN: The Indiana -- whatever bill that
9 was incurred at the Indiana address was taken care
10 of in the bankruptcy and credited out by --

11 JUDGE RILEY: You are saying there was nothing
12 else outstanding from the Indiana address?

13 MR. THOMAS: Right.

14 MR. GOLDSTEIN: Right.

15 MS. BEUCHLER: On Mr. Thomas' account.

16 MR. THOMAS: Because I didn't have any utilities
17 in my name.

18 MS. BEUCHLER: Correct. So that's why we removed
19 it from your --

20 MS. FLEMING: Do you have a signature page?

21 MR. THOMAS: I have to go home and see if I could
22 find the signature page, but that's the contract

1 that we were on.

2 MR. GOLDSTEIN: I don't know if it makes much
3 difference.

4 MS. BEUCHLER: The Indiana address they took care
5 of that at the informal. That's not part of this
6 complaint.

7 MR. THOMAS: The main thing is they're sitting up
8 here trying to say I owed \$2,000 for Carpenter,
9 which is impossible, because there was no one in
10 that building, plus they stole the circuit breaker
11 out, so there could never be no use.

12 JUDGE RILEY: But ComEd is saying that the bill
13 that was incurred -- you know, the amount that's in
14 dispute went directly from the Carpenters' address
15 to Morgan.

16 MR. THOMAS: To Morgan.

17 JUDGE RILEY: It did not go through to the
18 Indiana address?

19 MR. THOMAS: No.

20 MR. GOLDSTEIN: So just what I propose is that we
21 continue this matter say 30 days so we can
22 investigate this matter and see what our final

1 position is going to be on it.

2 JUDGE RILEY: All right. Do you still want a
3 copy of the contract and the lease?

4 MR. GOLDSTEIN: Yes.

5 MS. FLEMING: So we have got to get a copy of the
6 contract and the lease.

7 MR. GOLDSTEIN: And you would send that to me.
8 I'll give you a card.

9 MS. FLEMING: Okay.

10 MR. THOMAS: Okay. Could we keep it on
11 Wednesday, because that's her off day?

12 MR. GOLDSTEIN: That's fine.

13 JUDGE RILEY: Fine.

14 MS. FLEMING: So we will come back to you guys.
15 This don't make no sense.

16 JUDGE RILEY: Why don't we make it for 11:30
17 again.

18 MR. THOMAS: Okay.

19 MR. GOLDSTEIN: Okay.

20 JUDGE RILEY: Is that all right?

21 MR. GOLDSTEIN: That's fine.

22 MS. GRAHAM: 11:30 on the 20th?

1 JUDGE RILEY: On the 20th, Wednesday.

2 MS. FLEMING: On the 20th?

3 MR. GOLDSTEIN: That's a Wednesday.

4 JUDGE RILEY: That's 11:30, and I'll have the
5 Office of the Chief Clerk of the Commission send a
6 formal notice to you reminding you of the date.

7 MS. FLEMING: Okay. Please, and the time.

8 JUDGE RILEY: And I urge the parties again get
9 the information exchanged back and forth.

10 MS. FLEMING: So we need the number and we need
11 the contract on the --

12 MR. GOLDSTEIN: For 73rd and Carpenter.

13 MR. THOMAS: 72nd.

14 MR. GOLDSTEIN: 72nd.

15 JUDGE RILEY: 72nd.

16 MR. GOLDSTEIN: 7240.

17 JUDGE RILEY: You will want a copy of the lease
18 for Morgan Street.

19 MR. GOLDSTEIN: Yes, a copy of your Morgan Street
20 lease.

21 MS. FLEMING: Okay.

22 JUDGE RILEY: Anything further?

1 MS. FLEMING: That's it that we know of.

2 MR. GOLDSTEIN: I have nothing else.

3 JUDGE RILEY: All right. Then I'll continue the
4 matter to August 20, 2014 at 11:30 and I'll see
5 where we are at that time. Thank you very much.

6 MR. THOMAS: Thank you.

7 MS. FLEMING: Thank you.

8 (Whereupon, the above matter
9 was adjourned, to be
10 continued to August 20, 2014
11 at 11:30 a.m.)
12
13
14
15
16
17
18
19
20
21
22